

Our Customer Terms

Introductory Services on the National Broadband Network (nbn) Section

1 About this Part

- 1.1 This is the Introductory Services on the nbn network Section of Our Customer Terms ('Services on the nbn') and applies to customers who signed up for Services on the nbn network on and from 28 February 2012 and before 21 November 2013 and have not moved to a new plan.
- 1.2 The General Terms of Our Customer Terms as well as other terms of Our Customer Terms which are expressly incorporated, also apply to the Services on the nbn network.
- 1.3 There are a number of defined terms in this Services on the nbn network section of Our Customer Terms. Please refer to clause 14 below for the defined terms.

Inconsistencies

- 1.4 If there is any inconsistency between this Section and any other term in Our Customer Terms that applies to the Services on the nbn network, then this Section applies to the extent of the inconsistency.
- 1.5 The rights we have to suspend or terminate a service in this Section are in addition to our rights to suspend or terminate a service in the General Terms or any other term of Our Customer Terms which is expressly incorporated.

References to our network

- 1.6 If any term of the General Terms or any other term of Our Customer Terms which is expressly incorporated refers to "our network", "our public switched telephone network", "Telstra Network" or anything similar, for the purposes of this Section those terms will be taken to also include a reference to the nbn network and a reference to "service" in those terms will be taken to include a reference to Services on the nbn network.

2 Services on the nbn network

- 2.1 Depending on the location of your Premises, the Services on the nbn network may consist of:
 - (a) a BigPond Velocity Service on the nbn network; and/ or
 - (b) a Digital Voice Service on the nbn network.
- 2.2 To take up the BigPond Velocity Service on the nbn network, you also need to have or take up a Digital Voice Service on the nbn network or a Basic Telephone Service with Telstra. The type of service you must take up depends on the location of your Premises:
 - (a) If the public switched telephone network has not been deployed to your Premises, then you must have or take up a Digital Voice Service on the nbn network with Telstra.
 - (b) If the public switched telephone network has been deployed to your Premises, you must have or take up a Basic Telephone Service with Telstra.
- 2.3 If you're not the account holder of the Digital Voice Service on the nbn network or the Basic Telephone Service that the BigPond Velocity Service on the nbn network will be connected to, you'll need to get the account holder's permission to connect the BigPond Velocity Service on the nbn network to that service.
- 2.4 You can take up a Digital Voice Service on the nbn network on its own.

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Power failure

- 2.5 During a power failure you will not be able to use your BigPond Velocity Service on the nbn network or your Digital Voice Service on the nbn network. This means you cannot use your Digital Voice Service on the nbn network to receive or make any telephone calls including calls to Emergency '000' service.

3 Eligibility

- 3.1 The Services on the nbn network set out in this Section of Our Customer Terms are only available to consumer customers and are not available to a wholesale or business customer, unless otherwise stated.
- 3.2 The Services on the nbn network are only available at Premises which the nbn Co determines are serviceable by the nbn network. To check if you're eligible, please call 1800TFIBRE.

4 Additional Rights to Change Services on the nbn network

- 4.1 In addition to our rights to change any term of Our Customers Terms in accordance with the [General Terms](#) section of Our Customer Terms, we may also change the monthly access fee, minimum monthly fee or any early termination charge that applies to any Service on the nbn provided that the changes are not of a type which would allow you to cancel the contract on Fair Terms as described in the General Terms and only where the change is a direct result of an increase in the price from nbn Co for an input for your Service on the nbn.
- 4.2 If the nbn Co cancels the supply of a service (or part of it) which we need to supply your Services on the nbn (or part of it), we may also cancel your Service on the nbn (or part of it) by giving you at least six months notice. This includes if you are within your minimum term. If this happens, we will not charge you any applicable early termination charges.
- 4.3 We can transfer your service (including your Basic Telephone Service) before the end of your fixed length contract at any time if we transfer you to:
- (a) a reasonably comparable alternative service for the remainder of your fixed length contract; or
 - (b) an alternative service and take reasonable steps to offset any material detrimental effects of the migration caused by any material differences between the cancelled service and the alternative service for the remainder of your fixed length contract.
- 4.4 Where we transfer you in accordance with clause 4.3 to a service provided over the nbn network:
- (a) you must provide us with reasonable assistance to enable us to effect the transfer, including you (or your authorised representative) being present as reasonably requested and providing us (or our contractors) with safe and timely access to the Premises to effect the transfer, including permitting us to deliver, install, connect, inspect any equipment required for your service.
 - (b) we may disconnect your service and your access to existing networks before the end of your minimum term:
 - (i) once the transfer is effected; or
 - (ii) if you do not comply with your obligations under clause 4.4(a) so we are unable to transfer you.
- 4.5 In circumstances where you do not comply with your obligations under clause 4.4(a) and we terminate your service before the end of your minimum term, we may require you to pay us the applicable early termination fee.

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5 Your Obligations

5.1 In order for us to comply with our wholesale agreement with nbn Co, you must:

- (a) not use or attempt to use the nbn or any Service on the nbn network in a manner:
 - (i) that is unlawful; or
 - (ii) that would cause a breach of our wholesale agreement with nbn Co (located at <http://www.nbnco.com.au/getting-connected/service-providers/wba.html?icid=pub:connect::men:wba-feat>).
- (b) ensure that your networks, systems, equipment and facilities are compatible with the nbn network with no modification or conversion required;
- (c) not use or attempt to use a Service on the nbn network (including by connecting any network, systems, equipment or facility) in any way that damages, threatens, interferes with or degrades or causes the deterioration of the operation or performance:
 - (i) of the nbn network;
 - (ii) any network, systems, equipment, facilities of any nbn Co Customer that is used in connection with the nbn; or
 - (iii) the provision by us or nbn Co of those or any other services to you or another person.
- (d) ensure any connection with the nbn is made in accordance with Telstra's wholesale agreement with nbn Co located at <http://www.nbnco.com.au/getting-connected/service-providers/wba.html?icid=pub:connect::men:wba-feat> and all the applicable laws;
- (e) comply with nbn Co's Fair Use Policy (as amended by nbn Co from time to time) located at <http://www.nbnco.com.au/assets/documents/fair-use-policy-30-nov-11.pdf>. Under nbn Co's Fair Use Policy you must not engage in unfair use, which means:
 - (i) use of the nbn in a way that causes or may cause interference, disruption, or congestion;
 - (ii) undertaking (or attempting to undertake) any of the following activities without authorisation:
 - (A) accessing material or data or logging into a server or account unlawfully; or
 - (B) disabling, disrupting or interfering with the regular working of any service or network, including, without limitation, via means of overloading it, denial or service attacks or flooding a network; or
 - (C) probing, scanning or testing the vulnerability of a system or network; or
 - (D) breaching the security or authentication measures for a service or network.
- (f) not use your Service on the nbn network to support any substantial data aggregation applications, including backhaul for mobile base stations or multiplexed access systems and/or networks that result in unreasonably high continuous network throughput;
- (g) comply with any requirements set out in nbn Pass-Through Information or nbn Co's Business Rules we may provide to you from time to time;

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(h) comply with the acceptable use policy in clause 2 of [Part A - General Terms for BigPond Services of Our Customer Terms](#) ('Acceptable Use Policy').

5.2 If you breach clause 5.1 of this Introductory Services on the nbn network Section, we:

(a) can also take the remedial action set out in the Acceptable Use Policy; or

(b) we may immediately disconnect or deactivate your Service on the nbn network.

5.3 We may also immediately disconnect or deactivate your Service on the nbn, without undertaking our own investigation of your conduct if nbn Co informs us:

(a) that you have engaged in unfair use in contravention of clause 5.1(e); or

(b) that you have breached clause 5.1.

5.4 You agree that:

(a) the Services on the nbn network require mains power to operate; and

(b) nbn Co does not have a contractual relationship with you in regard to the supply of your service and is not providing any part of the Services on the nbn network to you and nothing gives you any right, title or interest (whether legal, equitable or statutory) in any part of the nbn network used for the provision of your Services on the nbn network;

(c) to the extent permitted by law and subject to your rights under the consumer protection laws which may apply and which cannot be excluded, nbn Co has no liability to you arising from or in connection with your Services on the nbn network.

6 Faults and Maintenance

6.1 Clause 6 of [Part A - General of the Basic Telephone Section of Our Customer Terms](#) applies in relation to faults with your Digital Voice Service on the nbn. References in that Part to Basic Telephone Service will be read to include a reference to a Digital Voice Service on the nbn network.

6.2 Clause 13 of [Part A - General Terms for BigPond Services of Our Customer Terms](#) applies in relation to faults with your BigPond Velocity on the nbn. Clause 13.5 will be read to include a reference to BigPond Velocity on the nbn modem.

6.3 In addition to our rights to charge you an incorrect call out fee in clause 6.9 of [Part A - General of the Basic Telephone Section of Our Customer Terms](#), if you report a fault on your Service on the nbn and we have to get nbn Co to investigate the fault and acting reasonably nbn Co determines that nbn Co is not responsible for the fault or failure or that the fault or failure is not in the nbn network (for example, the fault may be in your equipment) you will be charged a nbn No Fault Found Charge. The nbn No Fault Found Charge will depend on whether nbn Co is required to attend your Premises. You will not be charged a nbn No Fault Found Charge if we are responsible for the fault in your Service on the nbn network.

Minimum term	nbn No Fault Found Charge (inc GST)
nbn Co required to attend your premises	\$150 for the first two hours plus \$75 for each hour thereafter

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7 Installation and Equipment

7.1 The installation of a Service on the nbn is a two stage process. The first stage is done by nbn Co (or an Installer) in accordance with clauses 7.2 to 7.8. The second stage is done by Telstra in accordance with clauses 7.9 to 7.12.

nbn Co Installation

7.2 If you are an eligible customer and request a Service on the nbn, we will arrange for nbn Co (or an Installer) to provide and install the nbn Co Connecting Equipment. This equipment requires a dedicated double power point.

7.3 nbn Co (or the Installer) may also need to install a Drop Fibre to connect your Premises to the nbn via the Premises Connection Device (PCD). The Drop Fibre is a fibre optic line which connects the nbn from a Network Access Point to a PCD.

7.4 The nbn Co Connecting Equipment is owned and operated by nbn Co. You must comply with the Terms of Use of nbn Co Equipment (as amended from time to time), which can be found at section 6.2 (pages 55-56) of Module 3 – Activation – of the nbn Co Operations Manual which can be found at <http://www.nbnco.com.au/assets/documents/nbn-co-operations-manual-sfaa-v1-30-nov-11.pdf>.

7.5 At the time of the installation, nbn Co (or the Installer) will assess whether or not an installation of their equipment is a standard installation, non-standard installation or a Subsequent Installation. You can ask for the nbn Co Equipment to be installed elsewhere. However this may result in a non-standard installation. If the installation is a non-standard installation or a Subsequent Installation, then the Installer will provide you with a quote for the additional costs and will only perform the non-standard installation or Subsequent Installation if you agree. These additional charges will be charged to your Telstra bill. You or an authorised representative on your account will need to be available to agree to any non-standard installation charges. The minimum charge for a Subsequent Installation is \$270.

7.6 If at the time of installation nbn Co (or the Installer) identifies a fault with the nbn Co Connecting Equipment used to connect the Premises to the nbn, nbn Co or the Installer will resolve the fault unless:

- (a) the installation requires additional equipment which nbn Co (or the Installer) is not in possession of at that point in time;
- (b) nbn Co directs the Installer that the fault cannot be resolved within the appointment time; or
- (c) it would be dangerous to the health or safety of any person or property for nbn Co (or the Installer) to continue installing and testing the nbn Co Connecting Equipment.

7.7 You or your authorised representative who is over 18 will need to be present at your Premises to provide access to the Installer.

7.8 You must provide nbn Co (or the Installer) safe and timely access to your Premises where nbn Co Connecting Equipment or any item licensed, owned or controlled by nbn Co will be located, where that access is required by nbn Co (or the Installer) to:

- (a) supply Telstra a service required to supply your Service on the nbn;
- (b) deliver, install, connect, inspect, modify, replace, maintain, repair, reinstate, service, perform any other work on or in relation to, disconnect, and remove part of the nbn network, including any nbn Co equipment, or any other item that is licensed, owned or controlled by nbn Co or, where lawful, any third party network whether or not in relation to the supply of a service by nbn Co; or

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- (c) exercise any of its rights or perform any of its obligations under and in accordance with our wholesale agreement with nbn Co located at <http://www.nbnco.com.au/getting-connected/service-providers/wba.html?icid=pub:connect::men:wba-feat>.

If you're not the owner of the Premises where the Services on the nbn network will be provided, you will need to seek approval from your landlord or real estate agent. Your landlord will need to approve the installation of the nbn Co Connecting Equipment. Your landlord will also need to approve where the nbn Co Connecting Equipment is located within the Premises. You will be required to sign a form at the time of the Telstra installation appointment confirming that if you do not own the property that you have authority on behalf of the owner to consent to the installation.

Telstra Installation

- 7.9 We will professionally install the Telstra equipment required to connect the nbn to your Service on the nbn network. The BigPond Velocity Home Network Gateway must be installed in close proximity to the NTD and your existing phone point if you are taking up a Digital Voice Service, otherwise charges may apply under clause 7.10. The relevant Telstra installation charge will depend on which Service on the nbn you sign up to and the charges are set out in clauses 10.8, 12.2 and 13.4 below.
- 7.10 If you require additional cabling or work to connect your services (for example, where the NTD is not in close proximity to the BigPond Velocity Home Network Gateway) these will be provided on a fee for service basis as set out in the Fee-for-Service (Other work we do for you) section of Our Customer Terms.
- 7.11 If we provide you equipment, responsibility for loss or damage to the equipment passes to you when it is delivered to your Premises.
- 7.12 We are not responsible for the operation of any equipment or applications connected to any of your Services on the nbn network that you or someone other than us supplies.

General

- 7.13 The Services on the nbn network and equipment we or nbn Co install do not support voice or broadband access in extensions to buildings which are outside the Premises in which we installed the equipment.
- 7.14 You must ensure that the equipment installed is not covered in any way that prevents air circulating around the equipment.
- 7.15 All cabling and your equipment on your side of the network boundary point is your responsibility.
- 7.16 You must notify us promptly if you are aware of any material damage to any of nbn Co Connecting Equipment, which requires repair.
- 7.17 You must reimburse us for any loss or damage caused to us as a result of loss, theft or damage to nbn Co Connecting Equipment to the extent that you have caused or contributed to that loss, theft or damage.
- 7.18 Subject to clause 7.17 and your rights under consumer protection laws which may apply which cannot be excluded, if you ask us or nbn Co to rearrange, modify, remove or repair nbn Co Connecting Equipment, nbn Co will provide you with a quote for this work and will only perform the rearrangement, modification, removal or repair if you agree. These charges will appear on a subsequent Telstra bill.

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8 Appointment and re-scheduling

- 8.1 If you wish to re-schedule an appointment you must provide us with at least two business days notice. If you do not provide us with at least two business days notice or you miss your scheduled appointment you may be charged a late cancellation or missed appointment fee. nbn Co (or the Installer) or Telstra, may reschedule an appointment with you. We are relying on nbn Co to tell us about a reschedule of your appointment and will give you as much warning as we reasonably can.
- 8.2 We will use due care and skill in organising your appointment time and there may be other statutory guarantees, implied conditions or warranties under consumer protection laws that cannot be excluded which may apply. However, given that we are not solely responsible for the installation of your Service on the nbn network or equipment needed to use the Services on the nbn network, we cannot promise that your appointment time will be met and there may be some circumstances where your appointment cannot go ahead at the scheduled time or date. To the extent reasonably permitted under consumer protection laws we do exclude liability to you for any damage or loss you suffer because the appointment did not occur at the scheduled time or date where the failure to meet the appointment time was not contributed to by us.
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9 BigPond Velocity on the nbn network

What is the BigPond Velocity Service on the nbn network?

- 9.1 A BigPond Velocity Service on the nbn network uses the nbn network to provide you with a broadband internet access service, an email address and other services we may advise to you from time to time.
- 9.2 All BigPond Velocity on the nbn plans include:
- (a) a BigPond email address with webmail access;
 - (b) network anti-virus and anti-spam security; and
 - (c) access to a range of unmetered sites.

BigPond Service Section of Our Customer Terms

- 9.3 Your BigPond Velocity Service on the nbn network will also be supplied on the terms set out in clauses 3, 4, 5, 14 (other than clause 14.1) and 20 of [Part A - General of BigPond Service Section of Our Customer Terms](#).

Availability to business customers

- 9.4 The BigPond Velocity service on the nbn network is available to Telstra business customers who are specifically invited by Telstra to take up this plan.
- 9.5 If you are a Telstra business customer and you take up a BigPond Velocity Service on the nbn network, section 2.5, 2.7 and 2.8 of Part B - HomeLine Plan section of the Basic Telephone Service Section of Our Customer Terms does not apply if you take up a Basic Telephone Service on a HomeLine plan as part of your BigPond Velocity Service.
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10 BigPond Velocity on the nbn network – Charges and compatible offers

Not available for new sales on and from 21 November 2012

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- 10.1 Existing customers within their minimum term who cancel a BigPond Dial up, Cable, ADSL or Velocity over FTTP service to take up a BigPond Velocity Service on the nbn network will not be charged an early termination charge.
- 10.2 To remain eligible for a BigPond Velocity Service on the nbn network, you must continue to have a Digital Voice Service on the nbn network or a Basic Telephone Service with Telstra. If you are a Telstra business customer you can only take up a Basic Telephone Service with Telstra. If your Basic Telephone Service with Telstra or Digital Voice Service on the nbn network is cancelled, we will cancel your BigPond Velocity Service on the nbn and you may be charged the applicable early termination fee.
- 10.3 All BigPond Velocity on the nbn plans have a 24 month minimum term.
- 10.4 We charge you the following for your BigPond Velocity Service on the nbn network.

BigPond Velocity on the nbn Plan	Usage allowance	Monthly access fee	Minimum cost over 24-months (with HomeLine Plus with standard professional Telstra installation and Home Network Gateway plus activation fee for new BigPond broadband customers)
BigPond Elite Velocity	50GB, then slowed	\$69.95	\$2,768.60 (\$103.90/mth + \$216 for professional Telstra install+ \$59 activation fee for new BigPond broadband customers)
	200GB, then slowed	\$89.95	\$3,248.60 (\$123.90/mth + \$216 for professional Telstra install+ \$59 activation fee for new BigPond broadband customers)
	500GB, then slowed	\$109.95	\$3,758.60 (\$143.90/mth + \$216 for professional Telstra install+ \$59 activation fee for new BigPond broadband customers)
BigPond Ultimate® Velocity	50GB, then slowed	\$79.95	\$3,008.60 (\$113.90/mth + \$216 for professional Telstra install+ \$59 activation fee for new BigPond broadband customers)

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	200GB, then slowed	\$99.95	\$3,488.60 (\$133.90/mth + \$216 for professional Telstra install+ \$59 activation fee for new BigPond broadband customers)
	500GB, then slowed	\$119.95	\$3,968.60 (\$153.90/mth + \$216 for professional Telstra install+ \$59 activation fee for new BigPond broadband customers)

- 10.5 Any unused usage allowance expires at the end of each monthly billing cycle. Once you have reached your usage allowance speeds will be slowed to 256kbps until your next monthly billing cycle starts. No additional usage charges apply. Monthly usage allowance means monthly combined upload and download data transfer (1 Gigabyte = 1000 Megabytes).

Cancellation and Reconnection

- 10.6 If your service is cancelled before the end of your minimum term, you may need to pay the following early termination charges. The fee is pro-rated for the months remaining on your minimum term

Minimum term	Early Termination Charges
24 months	<u>\$360</u>

- 10.7 If you choose to reconnect to your BigPond Velocity Service on the nbn network after it has been disconnected or after it has been temporarily suspended for non-payment, we charge you the following fees.

Service	Fee
Reconnection charge after temporary suspension for non-payment	\$40

Telstra installation, activation and modems

- 10.8 In addition to any charges under clause 7.5, we will also charge you the following for a professional standard Telstra installation of your BigPond Velocity Service on the nbn network, which includes the supply of a BigPond Velocity Home Network Gateway and spending up to 90 minutes setting up your devices (for example your computer, TV and mobile) to your BigPond Velocity Home Network Gateway. Additional charges under clause 7.10 may apply if your BigPond Velocity Home Network Gateway is not installed in close proximity to the NTD. If you also take up a Digital Voice Service on the nbn network at the same time you will also be charged the Digital Voice Service on the nbn standard professional Telstra installation charge under clause 12.2.

Plan	Professional Standard Telstra Installation with 4 port Home Network Gateway
24 month minimum term	\$216

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All connected computers must meet the minimum system requirements. To view these requirements, please click here. < <http://go.bigpond.com/broadband/system-requirements/> >

- 10.9 A \$59 activation fee applies to new BigPond broadband customers. This fee will cover the work required to activate the broadband service to your address, and will appear as a separate charge on your bill.
- 10.10 The Customer Service Guarantee Standard does not apply to the BigPond Velocity on the nbn service, unless we advise otherwise.

Compatible offers

- 10.11 [Part I - Special Offers of the BigPond Service Section](#) applies, except that:
- (a) BigPond Broadband Installation Benefit as described in clause 2.6 of [Part I - Special Offers of the BigPond Service Section](#) does not apply;
 - (b) all references to BigPond Broadband Cable, ADSL or Velocity plan also includes a reference to a BigPond Velocity on the nbn plan;
 - (c) the reference to Eligible Broadband Service in clause 4.2 of [Part I - Special Offers of the BigPond Service Section](#) includes a reference to a BigPond Velocity on the nbn plan.
- 10.12 Subject to 10.11, a BigPond Velocity Service on the nbn network is not available with any other Telstra offers or promotions, unless we tell you otherwise.

11 Digital Voice Service on the nbn network

- 11.1 The Digital Voice Service on the nbn network comprises:
- (a) connection of your existing telephone cabling from an existing point in close proximity to your BigPond Velocity Home Network Gateway into the data port on the Home Network Gateway;
 - (b) the ability to make and receive certain types of calls (subject to conditions that might apply to particular types of calls);
 - (c) a telephone number;
 - (d) MessageBank; and
 - (e) a free listing of the telephone number in a telephone directory under a name you propose (and that we agree with).
- 11.2 Your existing analogue telephone will be compatible with the Digital Voice Service in the nbn network, unless it has a rotary dial or we advise you otherwise.
- 11.3 If you are a new Telstra customer from another service provider or if you move Premises you may be required to change your telephone number.

Availability to business customers

- 11.4 The Digital Voice Service on the nbn network is not available to Telstra business customers.

Basic Telephone Service Section of Our Customer Terms

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- 11.5 Subject to clause 10.11, your Digital Voice Services on the nbn network will be supplied on the terms set out in clauses 1.3, 1.4 3.1-3.7 (inclusive), 5, 8, 9, 10, 11 and 12 (other than 12.6-12.8 (inclusive)) 14.4, 14.5 and 16 of [Part A - General](#) and [Parts B](#) (except for clause 5, 8, 9, 10, 12, 17) [C](#) (except for clause 2), [F](#), [G](#) and [J](#) of the [Basic Telephone Service Section of Our Customer Terms](#). All references in these Parts to the Basic Telephone Service will be taken to include a reference to a Digital Voice Services on the nbn network.
- 11.6 You can choose a different compatible HomeLine plan for each of your Digital Voice Services on the nbn however each Digital Voice Service on the nbn network will be billed to a separate account. You may have up to 4 Digital Voice Services on the nbn network. If you require more than 4 Digital Voice Services on nbn you will require an additional Network Termination Device installed by nbn Co and additional installation charges from nbn Co and Telstra will apply. Each Digital Voice Service on the nbn network you take up requires a separate BigPond Velocity Home Network Gateway and Professional Telstra Installation as set out in clause 12.1 or 12.2.

12 Digital Voice Service on the nbn network – Charges

Not available for new sales on and from 21 November 2012

- 12.1 In addition to any charges under clause 7.5, we will also charge you the following for a standard professional Telstra installation of each Digital Voice Service on the nbn network you are taking up on a stand-alone basis. Additional charges under clause 7.10 may apply if your BigPond Velocity Home Network Gateway is not installed in close proximity to the NTD and an existing phone point. These charges include providing you with a BigPond Velocity Home Network Gateway which is necessary to deliver the Digital Voice Service on the nbn network.

Installation Type	Charge (GST incl)
Standard Professional Telstra Installation	\$299
Temporary Professional Telstra Installation	\$399

- 12.2 In addition to any charges under clauses 7.5 and 10.8, we will also charge you the following for standard professional Telstra installation of your Digital Voice Service on the nbn for each Digital Voice Service on the nbn with a BigPond Velocity Service on the nbn at the same time. Additional charges under clause 7.10 may apply if your BigPond Velocity Home Network Gateway is not installed in close proximity to the NTD and an existing phone point.

Type	Charge (GST incl)
Standard Professional Telstra Installation	\$59
Temporary Professional Telstra Installation	\$159

- 12.3 A Standard Professional Telstra Installation is where a Digital Voice Service on the nbn network is provided for more than three months and your BigPond Velocity Home Network Gateway is in close proximity to the NTD and an existing phone point. A Temporary Professional Telstra Installation charge may apply where a Digital Voice Service on the nbn network is provided for less than three months.

- 12.4 The following HomeLine plans are compatible with Digital Voice Service on the nbn network:

- (a) HomeLine Plus (see clause 6 of [Part B – HomeLine Plans of the Basic Telephone Section](#));

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- (b) HomeLine Budget (see clause 7 of [Part B – HomeLine Plans of the Basic Telephone Section](#));
- (c) HomeLine Reach (see clause 11 of [Part B – HomeLine Plans of the Basic Telephone Section](#));
- (d) HomeLine Ultimate (see clause 13 of [Part B – HomeLine Plans of the Basic Telephone Section](#)); or
- (e) any other HomeLine Plan specified by Telstra from time to time.

Incompatible features

12.5 The following features and plans are not compatible with the Digital Voice Service on the nbn:

- (a) Pre-selection
- (b) HomeLine Part
- (c) HomeLine Together
- (d) HomeLine Advanced
- (e) HomeLine Complete
- (f) InContact
- (g) Soft Dial Tone
- (h) Credit Management Local Only
- (i) Call Back (Busy)
- (j) Call Forward (Selected Callers)
- (k) Local Number Portability
- (l) Telstra Home Messages 101
- (m) any other services we notify you of that are not technically compatible with the nbn as reasonably determined by us.

12.6 Some features such as 3-Way Chat may also work differently on a Digital Voice Service on the nbn.

13 Telstra T-Bundle on the nbn network

Not available for new sales on and from 21 November 2012

- 13.1 Customers with a 13 digit account number who are eligible for Services on the nbn network can bundle a Digital Voice Service on the nbn network or a Telstra Basic Telephone Service with a BigPond Velocity Service on the nbn network (plus a FOXTEL from Telstra Platinum iQ service, if they choose a T-Bundle Entertainer Bundle) on one bill, at a special monthly price.
- 13.2 The Telstra T-Bundle on the nbn network (excluding the T-Bundle Entertainer Bundle) is available to Telstra business customers who are specifically invited by Telstra to take up a Telstra T-Bundle on the nbn network. Existing customers within their minimum term who cancel a Home Bundle to take up a Telstra T-Bundle on the nbn network will not be charged an early termination charge on their existing broadband service.

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- 13.3 Subject to clauses this clause 13.3 and clauses 13.4-13.7 (inclusive), the terms set out in Part A (other than clauses 2.7-2.19 (inclusive)), B (other than clauses 2.2, 2.4, 3.2, 3.63 and 4) and D (other than clause 2) of the Home Bundles Section of Our Customer Terms will apply to such bundles and:
- (a) any reference to BigPond Cable, ADSL or Velocity broadband service in the Home Bundles Section of Our Customer Terms will be taken to include a reference to a BigPond Velocity Service on the nbn network; and
 - (b) any reference in the Home Bundles Section of Our Customer Terms to a full service home phone will be taken to include a reference to the Digital Voice Service on the nbn.
- 13.4 As part of this bundle, you will receive \$0 standard professional Telstra installation which includes a BigPond Velocity Home Network Gateway and spending up to 90 minutes connecting your devices (for example your computer, TV and mobile) to your BigPond Velocity Home Network Gateway. Additional charges under clause 7.10 may apply if your BigPond Velocity Home Network Gateway is not installed in close proximity to the NTD and an existing phone point. If the installation of the nbn Co Connecting Equipment is a non-standard installation, you may need to pay the additional charges in accordance with clause 7.5 above.
- 13.5 In addition to our rights in the Home Bundles Section of Our Customer Terms to remain eligible for a BigPond Velocity Service on the nbn network, you must continue to have a Digital Voice Service on the nbn or a Basic Telephone Service with Telstra. If your Basic Telephone Service with Telstra or Digital Voice Service on the nbn network is cancelled, we will cancel your BigPond Velocity Service on the nbn and you may be charged the applicable early termination fee.
- 13.6 If your BigPond Velocity Service on the nbn network that forms part of your T-Bundle is cancelled you may have to pay the applicable early termination fee and:
- (a) if the public switched telephone network has been deployed to your Premises, then the standard charges as set out in Part B – Current Bundles of the Home Bundles Section will apply to your HomeLine plan; or
 - (b) if the public switched telephone network has not been deployed to your Premises, you can choose a compatible HomeLine plan for your Digital Voice Service on the nbn network as set out in clause 12.4 of this Introductory Services on the nbn network Section.
- 13.7 Once you reach your broadband usage allowance, the speed of your service will slow to 256kbps until your next billing cycle starts on all T-Bundles on the nbn network.

14 Special meanings

- 14.1 The following words have the following special meanings:

Drop Fibre means the fibre optic line which connects from a NAP to a PCD.

Connecting Fibre means fibre optic line to connect the PCD and NTD.

nbn Co Connecting Equipment means any or all of:

- (a) a Drop Fibre;
- (b) a PCD;
- (c) a Connecting Fibre;
- (d) one or more NTD;

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- (e) nbn Fibre Wall Outlet;
- (f) nbn Power Supply Unit (and installation and provision of an associated battery back up unit and first battery);
- (g) NAP; and
- (h) any ancillary equipment, facilities, cabling, lines or network owned or controlled by, or operated by or on behalf of nbn Co including between the NAP and NTD.

Installer means a person authorised by, or on behalf of, nbn Co to install and make the nbn Co Connecting Equipment at a Premises ready for service.

Network Access Point (NAP) in respect of a Premises means the network access point for the Premises.

Network boundary point means the point where the Service on the nbn network is provided, being your side of the user network interface on the NTD.

nbn Co means nbn Co Limited (ABN 86 136 533 741) of Level 11, 100 Arthur Street, North Sydney NSW 2060 and its related body corporates, officers, employees, agents, subcontractors and consultants.

nbn means the fibre network that is owned or controlled by, or operated by or on behalf of, nbn Co (or any Related Body Corporate of nbn Co) and includes any other network, systems, equipment and facilities used by nbn Co in connection with the supply of services.

nbn Pass-Through Information means the information that nbn may, from time to time, provide to Telstra that is relevant to you, when accessing or using the nbn network.

Network Termination Device (NTD) means a network termination device.

Premises means the location at which you intend to use the Service on the nbn network.

Premises Connection Device (PCD) means the Premises connection device which is owned or controlled by, or operated by or on behalf of, nbn Co.

Subsequent Installation means any subsequent nbn Co installation at a Premises after the initial standard or non-standard installation.